

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

NOVO NORDISK A/S,

Plaintiff and Counterdefendant,

v.

AVENTIS PHARMACEUTICALS INC,  
SANOFI-AVENTIS, and AVENTIS  
PHARMA DEUTSCHLAND GMBH

Defendants and Counterplaintiffs.

Case No. 1:05CV00645 SLR

**NOVO NORDISK A/S' REPLY TO ANSWER AND COUNTERCLAIMS OF SANOFI-  
AVENTIS AND AVENTIS PHARMA DEUTSCHLAND GMBH**

Plaintiff Novo Nordisk A/S ("Novo Nordisk"), by its attorneys White & Case LLP and Richards, Layton & Finger, P.A., for their Reply to Answer And Counterclaims of Sanofi-Aventis and Aventis Pharma Deutschland GMBH (collectively "Aventis"), herein allege:

**AVENTIS'S COUNTERCLAIMS**

**PARTIES**

1. Upon information and belief, paragraph 1 of Aventis's Counterclaims is admitted.
2. Paragraph 2 of Aventis's Counterclaims is admitted.

**JURISDICTION AND VENUE**

3. Novo Nordisk admits that Aventis purports to present counterclaims such that this Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a). Novo Nordisk denies paragraph 3 of Aventis's Counterclaims in all other respects.

4. Novo Nordisk admits the allegations set forth in paragraph 4 of Aventis's Counterclaims.

**AVENTIS'S FIRST COUNTERCLAIM COUNT**

5. Novo Nordisk realleges and incorporates its responses to paragraphs 1-4 of Aventis's Counterclaims as set forth above.

6. Novo Nordisk admits that it alleged it owns the '408 patent and that Aventis infringes the '408 patent in its Complaint for patent infringement.

7. Novo Nordisk admits that Aventis alleges in paragraph 7 of Aventis's First Counterclaim Count that an actual case or controversy exists between Aventis and Novo Nordisk regarding Aventis's infringement of the '408 patent, but neither admits nor denies the allegation of paragraph 7 of the First Counterclaim Count, as it sets forth a conclusion of law. Novo Nordisk denies that Aventis does not infringe the '408 patent.

8. Novo Nordisk denies the allegations set forth in paragraph 8 of Aventis's First Counterclaim Count.

9. Novo Nordisk denies the allegations set forth in paragraph 9 of Aventis's First Counterclaim Count.

10. Novo Nordisk denies the allegations set forth in paragraph 10 of Aventis's First Counterclaim Count.

11. Novo Nordisk denies the allegations set forth in paragraph 11 of Aventis's First Counterclaim Count.

**AVENTIS'S SECOND COUNTERCLAIM COUNT**

12. Novo Nordisk realleges and incorporates its responses to paragraphs 1-11 of Aventis's Counterclaims as set forth above.

13. Novo Nordisk admits that Aventis alleges in paragraph 13 of Aventis's Second Counterclaim Count that an actual case or controversy exists between Aventis and Novo Nordisk regarding validity of the '408 patent but neither admits nor denies the allegation of paragraph 13 of the Second Counterclaim Count, as it sets forth a conclusion of law. Novo Nordisk denies that the '408 patent is invalid under the Patent Laws of the United States, 35 U.S.C. §§ 100, *et seq.*

14. Novo Nordisk denies the allegations set forth in paragraph 14 of Aventis's Second Counterclaim Count.

#### **RELIEF REQUESTED**

15. Novo Nordisk denies that Aventis is entitled to the relief sought in items (A-G) on page 9 of its Counterclaims.

#### **AFFIRMATIVE DEFENSES TO COUNTERCLAIMS**

16. Counterclaim Defendant Novo Nordisk hereby realleges and incorporates by reference the allegations set forth in the Complaint in this action.

17. Aventis's Counterclaims are barred, in whole or in part, because they fail to state a claim upon which relief may be granted.

#### **NOVO NORDISK'S PRAYER FOR RELIEF RESPECTING COUNTERCLAIMS**

WHEREFORE, Novo Nordisk requests that the Court enter an Order and Judgment:

- A. Dismissing Aventis's Counterclaims with prejudice;
- B. Declaring the '408 patent valid and infringed;
- C. Awarding to Novo Nordisk its costs, attorneys' fees, and expenses incurred in defending against Aventis's Counterclaims;

D. Awarding Novo Nordisk such other and further relief as the Court deems just and equitable.



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Dated: January 3, 2006

UNITED STATES DISTRICT COURT  
DISTRICT OF DELAWARE

**CERTIFICATE OF SERVICE**

I hereby certify that on January 3, 2006, I caused to be served by hand delivery the foregoing document and electronically filed the same with the Clerk of Court using CM/ECF which will send notification of such filing(s) to the following:

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I hereby certify that on January 3, 2006, I have sent by Federal Express the foregoing document to the following non-registered participants:

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